

The attached memorandum of understanding (MOU) is provided to assist sheriff's make use of third party vendors to collect and submit fingerprints to the Michigan State Police (MSP) for concealed pistol license background checks.

The use of these vendors is advantageous for a number of reasons, including:

- Freeing local law enforcement resources to focus on core law enforcement functions rather than performing applicant fingerprinting.
- Relieving law enforcement agencies of the burden of purchasing a live scan device for applicant printing or programming an existing device to accept applicant fingerprints.
- Eliminating the need to collect and reconcile fees with the MSP.

Electronic applicant fingerprint processing will significantly improve fingerprint inquiry response time. These third party vendors will take fingerprints and transmit them electronically to the MSP. They will not have access to any data or the responses. The response will be generated by the MSP and forwarded to the sheriff.

Michigan law, MCL 28.425b(9), identifies the fingerprint requirements for obtaining a concealed pistol license.

"An individual, after submitting an application and paying the fee prescribed under subsection (5), shall request and have classifiable fingerprints taken by the county sheriff or a local police agency if that local police agency maintains fingerprinting capability. If the individual requests that classifiable fingerprints be taken by a local police agency, the individual shall also pay to that local police agency a fee of \$15.00 by any method of payment accepted by the unit of local government for payments of other fees and penalties. The county sheriff or local police agency shall take the fingerprints within 5 business days after the request."

MCL 28.425b(5) requires the county clerk to forward \$15 of the \$105 application fee to the county sheriff. The total fee may not be increased by local entities for participation in the MOU. The portion of the fee designated for the sheriff would instead be forwarded to the third party vendor for providing the fingerprint services. The third party vendor will function as an agent of the sheriff under this agreement thus meeting the requirements of the statute.

This MOU is intended to be a template for agreements between sheriffs and third party vendors. Independent legal review of the MOU is advised.

Concealed Pistol License Applicant Fingerprint Agreement
Between
Sheriff's Office
And
Applicant Vendor

Purpose:

The purpose of this agreement is to facilitate a contractual relationship between the sheriff and vendor that will allow the vendor to electronically take and forward CCW applicant fingerprints to the MSP.

Definitions:

The _____ County Sheriff's Office, hereinafter "sheriff"
_____, hereinafter "vendor"
The Michigan Department of State Police, hereinafter "MSP"
Carrying a Concealed Pistol, hereinafter "CCW"

Agreement:

The sheriff agrees to use the vendor as agent of the sheriff to collect and submit fingerprints to the MSP for the purpose of performing applicant background checks for CCW licenses.

The parties have agreed the statutory fee of \$15 will be divided as follows: _____.

Duties:

The sheriff agrees to:

- Provide the sheriff's ORI to the vendor for fingerprint response returns
- Provide the vendor's fingerprint schedule to applicants
- Reimburse the vendor for contracted fingerprint services

The Vendor agrees to:

- Provide a weekly, itemized listing of fingerprinting services provided to CCW license applicants
- Schedule CCW applicants within 5 business days (as required by law) of requesting the appointment
- Provide a fingerprint location within 50 miles of any CCW applicant's location
- Absorb the cost of the fingerprinting of any and all errors that result in dual fingerprinting (duplicate transmissions to MSP) or fingerprints processed with incorrect fingerprint codes/reasons.

Cancellation/Modification:

This agreement shall remain in effect until modified or cancelled in writing. The party seeking to alter the agreement shall provide 30 days notice of such modification or cancellation. .

Authorization:

For the sheriff:

For the vendor:

Date: _____

Date: _____